

## **Amendment 314 Contract No. 229944**

### **To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System**

This Amendment 314 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 12<sup>th</sup> day of November, 2014, by and between Vix Technology (USA) Inc (formerly known as ERG Transit Systems (USA) Inc), a California corporation and wholly owned subsidiary of Vix Mobility Pty Ltd, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

#### **Recitals**

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to compensate the Contractor for the on-site work necessary to repair or replace a Pierce Transit (PT) Driver Display Unit (DDU) cradle or cradle chip which is installed on PT bus 9202. This work is more fully described in Change Request CR-11073 *PT Repair Bus 9202 v3.0*.
- C. The Parties agree that the Work necessary to perform this repair will be performed and compensated as described below.

## **Agreement**

### **Section 1.0 Description of Work**

1.1 The Contractor will perform the necessary DDU cradle and/or cradle chip repairs or replacement. The Contractor will:

- (a) Trouble-shoot the observed error message "Active Cradle Test Failed. Error:-4(0xffffffffc)" and any other issues
- (b) Perform the repairs necessary, or replace the device or cradle, as needed to return the DDU on-board equipment to revenue service.

### **Section 2.0 Schedule**

2.1 The Work described in Section 1.0 will be completed by October 31, 2014.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Contract as follows:

### Section 3.0 Compensation Changes

Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

## VI. IMPLEMENTATION

### SPECIAL PROGRAMS

LUMP SUM COST
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To perform the on-site work necessary to repair the DDU cradle for PT bus 9202	
<b>TOTAL</b>	<b>\$372</b>

### Section 4.0 Other Terms and Conditions

All other provisions of the Contract not referenced in this Amendment Three Hundred and Fourteen shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

Vix Technology (USA) Inc.

By: Day W. Ih  
Its: General Manager  
Date: 11/6/14

The Agencies

By: Candace Carlson  
Their: Operations Manager  
On behalf of the Agencies  
Date: November 12, 2014